

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
ICARZ, INC.		08/18/2006	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	COMERICA BANK		
Street Address:	75 E. TRIMBLE ROAD		
Internal Address:	MC 4770		
City:	SAN JOSE		
State/Country:	CALIFORNIA		
Postal Code:	95131		
Entity Type:	Michigan Banking Corporation:		
PROPERTY NUMBERS Total: 3			
Property Type	Number	Word Mark	
Serial Number:	76657438	PARTSWIZE	
Registration Number:	2623226	PARTSWATCH	
Registration Number:	1450580	AUTOEASE	
CORRESPONDENCE DATA			
Fax Number:	(858)550-6420		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	858-550-6403		
Email:	erin.obrien@cooley.com		
Correspondent Name:	Erin O'Brien		
Address Line 1:	4401 Eastgate Mall		
Address Line 4:	San Diego, CALIFORNIA 92121		
ATTORNEY DOCKET NUMBER:	036703-1181 ICARZ		
NAME OF SUBMITTER:	Erin O'Brien		

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Signature:

/Erin O'Brien/

Date:

08/23/2006

Total Attachments: 5

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 18, 2006, by and between COMERICA BANK ("Bank") and ICARZ, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to or for the benefit of WRENCHHEAD, INC., a Delaware corporation ("Borrower") and Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Borrower dated as of March 29, 2006 (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"). Grantor has executed for the benefit of Bank that certain Unconditional Guaranty, dated as of the date hereof (the "Guaranty"), and that certain Third Party Security Agreement, dated as of the date hereof, by and between Grantor and Bank (the "Security Agreement" or together with the Guaranty, the "Guaranty Documents"; capitalized terms used herein are used as defined in the Guaranty Documents or to the extent not defined therein, as defined in the Loan Agreement). Bank is willing to make the Loans to Borrower, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Guaranty Documents.

B. Pursuant to the terms of the Guaranty Documents, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Guaranty Documents and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Guaranty Documents and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents and Trademarks listed on Exhibits A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Guaranty Documents. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Guaranty Documents and the other documents, agreements and instruments executed in connection therewith, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Guaranty Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Guaranty Documents or any of the other documents, agreements and instruments executed in connection therewith, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights in connection to which Grantor has registered or filed an application with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

3 Wing Drive, Suite 250
Cedar Knolls, NJ 07927

Attn: Chief Executive Officer

ICARZ, INC.

By:

Title:

BANK:

Address of Bank:

75 East Trimble Road, M/C 4770
San Jose, California 95131

Attn: Manager

COMERICA BANK

By:

Title:

EXHIBIT A

Copyrights

	<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
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None.

EXHIBIT B

Patents

<u>Description</u>	<u>Patent Application No./Issued Patent No.</u>	<u>Date</u>
None.		

EXHIBIT C

Trademarks

<u>Description</u>	<u>Serial/Registration Application Number</u>	<u>Serial/Registration Application Date</u>
PARTSWIZE	76,657,438	March 29, 2006
PARTSWATCH	2,623,226	September 8, 2000
AUTOEASE	1,450,580	January 20, 1987